

**FIRST AMENDED  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF  
HUACHUCA CITY AND COCHISE COUNTY FOR THE OPERATION OF AN  
ANIMAL SHELTER**

RECITALS

**WHEREAS**, the Town of Huachuca City ("Town") and the County of Cochise ("County") have been cooperating in the financing, construction and operation of an Animal Shelter ("Shelter") owned by the Town, pursuant to the terms of an agreement between them dated July 1, 2003; and

**WHEREAS**, Town staff provides for the operation and maintenance of this facility and enforces the animal control laws in the Town; and

**WHEREAS**, the parties hereby agree to continue cooperating in the financing, operation and maintenance of the Shelter, subject to the terms and conditions provided in this First Amended Agreement ("Agreement"), as authorized by A.R.S. §§ 11-1013; 9-240(B)(16) and A.R.S. § 11-952; and

**WHEREAS**, it is in the best interests of both parties to continue to operate the Shelter and to conduct these activities jointly to maximize the public benefits that can result from the cooperative use of the resources that are available to each.

**NOW THEREFORE**, it is mutually agreed that the Town and the County shall continue to operate and maintain the Shelter upon the following terms and conditions:

1. The Town agrees to continue to assume responsibility for operating the Shelter and providing all the staff required in order to operate the Huachuca City Animal Shelter in accordance with Cochise County Animal Control Ordinance 039-10, Section 10.2 and Section 14.10. This responsibility includes, but is not limited to, providing food, water, sanitation services, daily outdoor exercise, and other requirements for the animals sheltered there; for providing all necessary utility services; and for providing all the administrative services required for this Shelter. The Town also agrees to use proper pest control to prevent the spread of pests to the animals in the Shelter.

a. **Staffing:** The Town agrees that the Shelter will be staffed at least 7 hours each day of the week, excluding legal holidays.

b. **Refusal for Lack of Capacity:** The Town may refuse any County animals when the Town determines that it does not have adequate capacity at the Shelter to house the animals humanely. The Town shall notify County ACO's in advance when the Shelter is at or near capacity.

2. The Town agrees to accept the dogs and cats that are delivered to the Shelter by County staff and County residents, in the same manner as such animals from the Town are accepted, subject to the availability of adequate space for County animals. The County agrees that if its representatives are unwilling to allow the Town time to find placement for County animals, that the County's agents will dispose of those animals at the County's expense. The County agrees that if its representatives are unwilling to allow the Town time to find placement for County animals, that the County's agents will dispose of those animals at the County's expense. County staff using the Shelter shall follow all policies, procedures and guidelines established by the Town for the operation of the Shelter, including specifically completing paperwork and following established procedures for incoming animals.

3. The Town shall be entitled to compensation from the County for the animal care services that it provides pursuant to this Agreement. For fiscal year 2018, the amount of compensation will be paid by the County in the amount of \$45,000, per year, paid in 4 quarterly installments. The County agrees to an annual 3% increase for these services beginning with the 2019 fiscal year.

4. The Town shall be responsible for maintaining the facility in good and safe condition.

5. This Agreement shall be in effect upon its approval by the respective governing bodies. This Agreement shall be automatically renewed for three (3) successive fiscal years, unless either party provides written notice of its intent to terminate the Agreement, which must be provided not less than ninety days prior to the start of the next fiscal year.

6. This Agreement may be cancelled for conflict of interest as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

7. Each party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the respective governing bodies, by the approval of a formal written amendment to this Agreement. On at least an annual basis, the parties shall meet, through their respective representatives, to discuss the operations of this Shelter and the needs of each party for any changes to this Agreement or the applicable procedures, as may be necessary to best accomplish the purposes of this Agreement.

8. The County shall defend, hold harmless, and indemnify the Town, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional acts of the County, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional acts. The Town shall defend, hold harmless and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional acts of the Town, its agents, officers,

and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional acts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, officers and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise. This duty to defend, indemnify and hold harmless is not negated or otherwise limited by the characterization of the underlying duty as a "non-delegable duty" for which either party may be vicariously liable, as a matter of law.

9. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

10. The parties are required to comply with A.R.S. § 41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the "state and federal immigration laws"). The parties further agree to ensure that any subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

11. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the incident command protocol in place, and said party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.

**IN WITNESS WHEREOF**, the parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.

**COCHISE COUNTY SHERIFF**

\_\_\_\_\_  
**Mark Dannels**  
Sheriff

**COCHISE COUNTY:**

\_\_\_\_\_  
**Peggy Judd**  
Chair, Cochise County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
**Arlthe G. Rios**  
Clerk, Board of Supervisors

**TOWN OF HUACHUCA CITY:**

  
\_\_\_\_\_  
**Ken Taylor**  
Mayor, Huachuca City

**ATTEST:**

  
\_\_\_\_\_  
**Jennifer Fuller**  
Clerk, Huachuca City

Pursuant to A.R.S. § 11-952(D), the undersigned attorneys have reviewed the foregoing Agreement, and confirm the Agreement is in proper form, and is within the powers and authority granted to each party under Arizona law.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Britt Hanson**  
Chief Civil Deputy, County Attorney  
Cochise County

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Thomas Benavidez**  
Town Attorney, Huachuca City